

By clicking to agree to this Music Publishing Catalog License Agreement, which is hereby offered to Licenser by Snap (as those terms are defined below), Licenser agrees with Snap to the terms and conditions set forth herein, and you personally represent and warrant to Snap that you are authorized to electronically sign this Music Publishing Catalog License Agreement on Licenser's behalf.



MUSIC PUBLISHING CATALOG LICENSE AGREEMENT

This Music Publishing Catalog License Agreement ("**Agreement**") is entered into as of the date first written above (the "**Effective Date**") by and between Snap, Inc. (collectively along with its affiliates and subsidiaries, "**Licensee**" or "**Snap**"), and the music publisher named above (collectively along with its affiliates and subsidiaries, "**Licenser**") (each a "**Party**" and collectively the "**Parties**").

WHEREAS Licensee owns and operates the proprietary Snap Properties (defined in **Exhibit A**, attached hereto and incorporated herein by this reference) which allow Snap's end users to engage in certain activities with respect to text and multi-media messages ("**Messages**"); and

WHEREAS Licenser owns, controls and/or administers a catalog of musical works (or portions thereof) (individually, and collectively, but solely to the extent of Licenser's ownership, control and/or administration interest therein, the "**Composition(s)**") and wishes to license the rights in the Compositions described in Section 1 of this Agreement to Licensee;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Rights:

Licenser hereby grants to Snap: (a) all rights necessary (other than public performance and communication to the public rights), including without limitation all reproduction, distribution, public display, and making available rights in and to the Compositions, and the lyrics associated with the Compositions ("**Lyrics**," and, collectively with the Compositions, "**Licenser Content**"); and (b) all public performance and communication to the public rights necessary in and to those Compositions that are U.S.-Originating Musical Works (defined in **Exhibit A**) ("**U.S. Works**"), so that Snap may make collections of sound recordings embodying Licenser Content (the "**Library**") available via the Snap Properties and exercise the following rights (the "**Licensed Rights**"):

- (i) reproduce and store Licenser Content on computer servers owned or controlled by, or on behalf of, Snap;
- (ii) make Compositions available via the Library in the form of streams and make Lyrics available via the Library in the form of on-screen display so that users may listen to

Compositions for up to sixty seconds (:60) at a time, view Lyrics, and incorporate clips of up to sixty seconds (:60) of Compositions and/or Lyrics in their Messages;

- (iii) incorporate up to sixty seconds (:60) of Compositions and Lyrics into visual (or other) elements or effects created by Snap, such as, for instance, Snap's Lenses or Bitmojis, ("**Snap Elements**") for the purpose of making Snap Elements available via the Library, and enabling users to listen to, view, and include Snap Elements in their Messages and/or User Elements (as defined below);
- (iv) make Compositions available via the Library in the form of streams and make Lyrics available via the Library in the form of on-screen display so that users may listen to and select clips of up to sixty seconds (:60) of Compositions and Lyrics for inclusion in user created visual (or other) elements or effects, such as, for instance, user created Lenses created using Snap's Lens Studio or user created Bitmojis, ("**User Elements**," and together with Snap Elements, "**Licensors Library Elements**") for the purpose of enabling users to allow other users to listen to, view, and include User Elements in their Messages or other User Elements;
- (v) include one or more Licensors Library Messages (as defined in **Exhibit A**) in a montage of Messages, and make such montage of Messages available via the Snap Properties;
- (vi) edit Licensors Library Messages using visual and auditory effects (e.g., to speed up or slow down a Message, add stickers and captions to a Message, draw on a Message) using the Snap Properties;
- (vii) share, send, display, post, publicly perform, communicate to public or private audiences, and receive playback of, Licensors Library Messages created using the Snap Properties, including anywhere the Snap Properties may be accessible through Snap's APIs, embeddable links, and third-party integrations;
- (viii) save Licensors Library Messages to their devices (or storage clouds) and computer servers;
- (ix) receive playbacks via the Snap Properties, and anywhere the Snap Properties may be accessible, of Licensors Library Messages;
- (x) include one or more Licensors Library Messages in a montage of Messages, and make such montage of Messages available via the Snap Properties; and
- (xi) make all reproductions, distributions, displays, and performances of Licensors Content necessary to facilitate any and all of the above-described activities including, without limitation, those activities described in **Exhibit A**.

For clarity, the intent of this Agreement is to license Licensors Content for Snap's Message products, as set out in the Licensed Rights, and not to allow Snap to create an audio-only streaming platform that could substitute for audio-only listening platforms, such as, for instance, Spotify or Apple Music.

2. License Payment:

- a) In consideration for the rights and obligations agreed to herein, each calendar quarter of the Term Snap will pay Licensor, on an experimental and non-precedential basis and subject to the remainder of this Section 2(a), a fee (each, a **"Quarterly License Payment"**) equal to Licensor's Share (as defined below) of Fifty Thousand U.S. Dollars (USD \$50,000) per calendar quarter during the Term, based upon a total Eligible Independent Publisher Pool for the Initial Period of the Term equal to Six Hundred Thousand U.S. Dollars (USD \$600,000). Provided that Snap has received all necessary payment and tax information from Licensor, each Quarterly License Payment will be paid in accordance with Section 3(a) below. The Quarterly License Payments will be inclusive of all amounts due to Licensor hereunder. It will be Licensor's responsibility to determine how to allocate the Quarterly License Payments to all downstream royalty participants in respect of the Licensor Content.
- b) **"Licensor's Share"** means a fraction, the numerator of which is the number of Licensor Library Messages created (and not deleted prior to being saved, sent or posted) in the Territory during the applicable calendar quarter (prorated appropriately in the case of musical works that are partially owned, controlled or administered by Licensor or its affiliates), and the denominator of which is the total number of all Music Library Messages (as defined in Exhibit A) embodying musical works owned, controlled and/or administered by Eligible Independent Publishers (inclusive of Licensor Library Messages) (**"Eligible Independent Publisher Music Library Messages"**)_created (and not deleted prior to being saved, sent or posted) in the Territory during such calendar quarter.
- c) **"Eligible Independent Publisher"** means each individual music publisher who has the authority to grant the rights as provided in this Agreement and who opts into this Agreement via the Music Reports, Inc. (**"Music Reports"**) opt-in portal made available by Music Reports in accordance with instructions from Snap. For the avoidance of doubt, the following publishers shall not be invited to opt into this Agreement via such portal: (i) Sony/ATV Music Publishing (for clarity, including the EMI Music Publishing repertoire), Warner Chappell Music Publishing, Universal Music Publishing Group, BMG Rights Management (US), and Kobalt Music Publishing America, Inc. (each a **"Major Music Publisher"**); (ii) any music publisher whose repertory of musical works is licensed to Snap through a Major Music Publisher; and (iii) any member of the National Music Publishers' Association (**"NMPA"**) who has licensed its repertory of musical works to Snap through the NMPA opt-in process. For clarity, the aggregate sum of Licensor's Share and the relative shares of each other Eligible Independent Publisher shall equal 100%.
- d) **No Double Payment:** Licensor acknowledges that, during the Term, a rights society, collective management organization or third party publisher (e.g., a sub-publisher) in one or more territories of the Territory (each, a **"Music Collection Organization"**) may require payment of royalties from Licensee for certain rights (e.g., public performance, communication to the public and/or reproduction rights) in the Compositions otherwise licensed hereunder. Notwithstanding anything to the contrary in this Agreement, Licensee will be entitled to a credit in the amount of such payments to Music Collection Organizations (if any), but solely to the extent such amounts are in respect of rights granted hereunder in the Compositions in the Territory in respect of the Term, which credit will be applied to accordingly reduce the amount of, future Quarterly License Payments hereunder.

3. **Accounting, Metadata, and Reporting:**

(a) **Accountings:** Each Quarterly License Payment will be paid within forty-five (45) days after the close of the applicable calendar quarter and made in U.S. Dollars payable to Licensor by check sent to Licensor's address as set forth in an IRS Form W-9 or W-8BEN delivered by Licensor to Licensee (or Licensee's agent), or sent to Licensor via electronic or other means if both Parties have agreed and are able to process such payments, provided the Guarantee Payment due to Licensor for the Term is equal to or greater than Fifty Dollars (\$50) (the "**Minimum Amount**"). Where the balance due to Licensor falls below the Minimum Amount, such balance will roll over (e.g., to any subsequent calendar quarter in the Term), if applicable) until such time as the Minimum Amount is reached or the end of the Term, at which time Licensee will make payment to Licensor in accordance with this provision. Licensor acknowledges and agrees that Licensee may designate an agent for the purpose of calculating and providing the Quarterly License Payments to Licensor pursuant to this Agreement and agrees that Licensee or such agent (as the case may be) may collect and process such personal data of the Licensor as is necessary for such purpose. Payment statements will be made available to Licensor via Licensor's web account with Music Reports, Inc. for the period of the Term in which licensed activity occurs.

(b) **Reporting:** Each quarter, Snap will provide Licensor through Snap's designated agent with a reasonably detailed report to include:

- (i) On a per track basis (i.e., song title, artist, and ISRC code), the number of Licensor Library Messages created during the applicable quarter;
- (ii) On an aggregate basis, the number of Licensor Library Messages created during the applicable quarter; and,
- (iii) On an aggregate basis, the number of Eligible Independent Publisher Music Library Messages created during the applicable quarter.

(c) **Metadata:** Licensor shall deliver to Licensee's designated agent (Music Reports, Inc.) promptly following execution of the Agreement, in accordance with any designated file and format specifications, all identification metadata possessed by Licensor with respect to the Compositions, including the following for each such musical work to the extent Licensor possesses the same: ISWC, ISRC, song title, songwriter(s), territory restrictions, splits, rights limitations, performing rights organization affiliation and (if applicable) collecting society affiliation ("**Licensor Metadata**"). Licensor shall deliver monthly updates to Licensee's designated agent (Music Reports, Inc.) of the Licensor Metadata, including with respect to new releases.

4. **Term and Territory:**

(a) **Term:** This Agreement will commence on the Effective Date and will continue for a period of three (3) years (the "**Initial Period**"), after which it will renew automatically for successive periods of three (3) years, each a "**Renewal Period**," unless terminated by either Party as provided herein. The Initial Period, together with all Renewal Periods, if any, will constitute the "**Term**."

(b) **Termination:** Either Party may terminate this Agreement on a prospective basis, effective as of the end of the Initial Period or any Renewal Period, by written notice to the other delivered not less than sixty (60) days prior to the conclusion of the then-current Initial Period or Renewal Period of the Agreement, as applicable. Without limiting any other remedy available at

law or in equity, each Party will have the right to terminate this Agreement if the other (i) commits a material breach of this Agreement, including if Licensor or anyone acting on its behalf fails to comply with Section 8(l) or 8(m) below, which is capable of remedy and fails to remedy such breach within thirty (30) days after receipt of notice of such breach; (ii) commits a material breach, including if Licensor or anyone acting on its behalf fails to comply with Section 8(l) or 8(m) below, of this Agreement which is not capable of remedy; or (iii) goes into receivership or any resolution is passed for its winding-up or liquidation (other than for the purposes of reconstruction or amalgamation) or is otherwise unable to pay its debts. For the avoidance of doubt, any breach which consists of a failure by any party to perform an obligation under this Agreement within any period required or by any date specified under this Agreement shall be deemed to be capable of remedy if such obligation is performed by such party within the thirty (30) day remedy period specified above. A party's right to terminate this Agreement will be deemed to have been waived for all purposes in the event that it is not exercised prior to the date upon which the breach giving rise to such right of termination has been cured.

(c) Territory: The "**Territory**" of this Agreement will mean the world, excluding Argentina.

5. Takedowns:

Licensor shall have the right to require Snap to remove certain Compositions identified by Licensor from the Library in the event of songwriter relations concerns, loss of rights, or legal claims; provided that Licensor exercises such rights in good faith, and not punitively, in a discriminatory manner, or in a manner that frustrates the purpose of the Agreement.

Licensor shall have the right to require Snap to take down certain Licensor Library Messages or Licensor Library Elements identified by Licensor in the event of songwriter relations concerns, loss of rights, or legal claims; provided that Licensor exercises such rights in good faith, and not punitively, in a discriminatory manner or in a manner that frustrates the purpose of the Agreement. Provided Snap is not prohibited technically from doing so (for instance, Snap may be technically limited from removing or editing Messages that have already been sent between users or Messages that have been saved to users' "Memories"), Snap may elect to comply with the take down notice by either removing or muting the applicable Licensor Library Message or Licensor Library Element.

Snap shall comply with Licensor's takedown notices in accordance with the foregoing as soon as reasonably possible but in no event more than seven (7) business days after receipt of the applicable notice.

Subject to Licensor's above-referenced takedown rights, any Licensor Library Messages created during the Term may remain available via the Snap Properties after the Term.

6. Representations and Warranties/Indemnity:

(a) Mutual Ability: Each Party represents and warrants to the other that it has full right, power and authority to: (i) enter into this Agreement and (ii) to perform its obligations hereunder.

(b) Licensor Indemnification: Licensor will indemnify, defend, and hold harmless Snap and its affiliates, directors, officers, shareholders, members, authorized representatives, employees, agents, successors, and assigns from and against any claims, losses, liabilities, damages, costs, settlements, and other expenses (including reasonable outside attorneys' fees)

(collectively, "Claims") that are based on, arise from or relate to any allegation that (i) if true, would constitute a breach by Licensor of this Agreement or its warranties, representations, or covenants or (ii) any use of Licensor Content licensed under this Agreement constitutes infringement (for clarity, other than with respect to sound recording copyrights).

(c) Snap Indemnification: Snap will indemnify, defend, and hold harmless Licensor and its affiliates, directors, officers, shareholders, members, authorized representatives, employees, agents, successors, and assigns from and against any Claims that are based on, arise from or relate to any allegation that, if true, would constitute a breach by Snap of this Agreement or its warranties, representations, or covenants.

(d) Indemnification Procedure: The indemnified party will notify the indemnifying party in writing of any indemnifiable Claim and promptly tender its defense of the Claim (and any settlement of the Claim) to the indemnifying party, each within a reasonable amount of time of obtaining knowledge of the Claim. Any delay in such notice will not relieve the indemnifying party from its obligations to the extent it is not prejudiced thereby. Such notice will set forth in reasonable detail the claim and the basis for indemnification. The indemnified party will provide full and complete cooperation to the indemnifying party in connection with the defense of any Claim. The indemnifying party may not settle any indemnified Claim in a manner that adversely affects the indemnified party without the prior written consent of the indemnified party. The indemnified party may participate in the defense of a Claim through counsel of its own choice at its own expense; however, in all instances the indemnifying party shall control the defense.

7. Covenant Not to Sue:

Licensor represents, warrants, and covenants, on behalf of itself and the other Licensor Parties, that the Licensor Parties will not, during or after the Term, directly or indirectly (whether by means of lending any form of support, assistance, funding, resources, cooperation or other form or method of participation or encouragement) bring, assert, pursue, maintain, join in, support, assist, fund, lend resources to, or otherwise participate in any claims, causes of action, suits, controversies or demands against Snap and/or any of the other Snap Parties arising from, relating to, based on, or in connection with, in whole or in part, the use of musical works or lyrics in connection with the creation by users of Other Messages (as defined in Exhibit A) or Other Elements (as defined in Exhibit A) and/or the use of Other Messages or Other Elements via the Snap Properties during the Term; provided that, this covenant not to sue shall not extend to any claim based on Snap's failure to take down an Other Message or Other Element in accordance with Section 512 of the U.S. Copyright Act (or any similar law outside of the U.S.). Licensor further represents, warrants, and covenants, on behalf of itself and the other Licensor Parties, that the Licensor Parties will not, during or after the Term, sue or bring a cause of action against (i) Snap for any user's reproduction of a musical work in timed relation to visual images in Messages during the Term or (ii) a user for such user's use of Licensor Content as contemplated herein during the Term. Notwithstanding the preceding sentence, nothing in this Agreement will restrict or prohibit Licensor from bringing any action or pursuing any other remedies available at law or in equity against a user for any uses of Compositions outside the Snap Properties, including for the uploading of a Message to a third-party website or application.

8. Miscellaneous:

(a) Notices: Any notice or communication permitted or required by this Agreement will be in writing and will be delivered in person or by email and addressed as set forth in this Agreement (such notices and communications to Licensor may be sent to the attention of the

person executing this Agreement on Licensor's behalf at the address as set forth in Licensor's online account with Licensee's reporting agent). Notices to Snap will be addressed to Snap, Inc., 2772 Donald Douglas Loop North, Santa Monica, CA 90405, attn.: Ted Suh, and music_notices@snap.com. In addition, for all legal notices to Snap, Licensor will send a copy to: Snap Inc., Attn.: General Counsel, 3000 31st Street, Santa Monica, CA 90405, and legalnotices@snapchat.com. If notice is given in person or by email, it will be effective upon delivery; if notice is given by mail, it will be effective three business days after deposit in the mail.

(b) Tax: Each party is responsible for paying any and all taxes, levies, imposts, duties, charges and fees imposed, levied or assessed by any governmental authority for which such party is legally responsible; provided that amounts payable by Snap under this Agreement will be considered inclusive of any applicable sales, use, excise, value added, goods and services or similar tax. Throughout the term of this Agreement, Licensor will provide Snap with any forms, documents and certifications as are reasonably required for Snap to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement. Notwithstanding anything to the contrary in this Agreement, Snap shall be entitled to deduct and withhold from the amounts otherwise payable pursuant to this Agreement such amounts as Snap is required to deduct and withhold with respect to the making of such payments under applicable tax law. To the extent that amounts are so withheld by Snap, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to Licensor.

(c) Confidentiality: For the purposes of this Agreement, "**Confidential Information**" shall mean any non-public information shared by either party with the other, or by Snap's third-party contractor or designated agent to Licensor, pursuant to this Agreement, including the terms of this Agreement and any non-public information, data, accounting statements, revenue reports, pro rata share calculations, or other materials provided by one party to the other under or in connection with this Agreement and any other information the receiving party should reasonably have understood under the circumstances to be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used, such as usage data, royalty reports, and similar information. Except with the prior written consent of the disclosing party, neither party shall use or disclose any Confidential Information other than (a) to such party's attorneys, financial advisors, or accountants under a duty of confidentiality as may be reasonably necessary in order to receive their professional advice, provided that such attorneys, financial advisors, or accountants are bound by confidentiality restrictions at least as protective as those set forth in this Agreement, (b) to such party's employees and contractors who have a need to know, provided that such employees or contractors are bound by confidentiality restrictions at least as protective as those set forth in this Agreement, (c) in connection with any legal or governmental proceeding (but solely to the limited extent necessary to comply therewith), provided that prior written notice of such disclosure is furnished to the disclosing party in order to afford such disclosing party a reasonable opportunity to seek a protective order (it being agreed that if the disclosing party is unable to obtain or does not seek a protective order, legally required disclosure of such information in such proceeding may be made without breaching this Agreement), (d) to investors, prospective investors, acquirers and prospective acquirers, each of whom shall first be required to enter into a nondisclosure agreement that is no less protective of Confidential Information than this Agreement, and (e) in the ordinary course of such party's fulfillment of its obligations hereunder solely as necessary to fulfil its written and/or legal obligations to songwriters, songwriter representatives, and other rightsholders including, but not limited to, pursuant to an audit by same (in which case only the sections of this Agreement necessary to comply with such audit may be disclosed to such parties) provided that such songwriters, songwriter representatives, and other rightsholders are bound by confidentiality restrictions at least as protective as those set forth in this Agreement. Nothing in this Agreement shall prohibit or limit

either party's use or disclosure of information (x) previously known to it by lawful means without obligation of confidence, (y) independently developed by or for it without use of or access to the other party's Confidential Information, (iii) acquired by it from a third party which is not under an obligation of confidence with respect to such information, or (z) which is or becomes publicly available through no breach of this Agreement.

(d) LIMITATION OF LIABILITY: EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTIONS 6, A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS ("**CARVE- OUT CLAIMS**"), IN NO EVENT WILL A PARTY BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, MULTIPLE, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR AMOUNTS PAYABLE DUE TO CARVE-OUT CLAIMS AND THE FEE, EACH PARTY'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED \$50,000. THIS LIMITATION OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THE FOREGOING LIMITATION OF LIABILITY.

(e) DISCLAIMER: EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(f) Governing Law; Exclusive Venue: The laws of California, except for its conflict-of-laws principles, govern this Agreement and any proceedings arising out of or relating to this Agreement or its subject matter, including any tort claims. Any such proceedings will be litigated exclusively in the United States District Court for the Central District of California. If, however, that court would lack original jurisdiction over the litigation, then the dispute will be litigated exclusively in the Superior Court of California, County of Los Angeles. The parties consent to personal jurisdiction in both courts.

(g) Independent Contractors: Each party will perform its obligations as an independent contractor and, except as expressly set forth herein, will be solely responsible for its own financial obligations. Nothing contained in this Agreement will be construed to imply a joint venture or principal or agent relationship among the parties, and no party will have any power to create any obligation on behalf of any other.

(h) Severability; Waiver: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated. Failing to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for in the Agreement, will not be deemed to waive such provision or right going forward. And no waiver of any provision or right will affect the right of the waiving party to enforce any other provision or right.

(i) Assignment: No right or obligation of a party under this Agreement may be assigned, delegated, or otherwise transferred without the express prior written consent of the other party, except (a) Snap may assign its rights or obligations under this Agreement to an

affiliate, or (b) a party may assign this Agreement to a successor in interest to all or substantially all its business or assets. This Agreement will bind each party and its successors and assigns.

(j) Entire Agreement; Construction; Amendments: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the parties relating to the subject matter hereof. Any amendments, modifications, supplements, waivers, or other changes to this Agreement must be in writing and signed by duly authorized representatives of each party. Section headings are provided solely for the convenience of the parties and are to be ignored in construing the Agreement. Any words following the terms 'including', 'include', 'for example' or any similar expression will be construed as illustrative and will not limit the sense of the words preceding or following those terms. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute one instrument.

(k) Survival: Those provisions which by their nature survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

(l) Anti-Corruption: Licensor agrees that it will comply, and it will require that anyone acting on its behalf comply, with all applicable anti-corruption laws and rules. That compliance will include, among other things, the following: Licensor and anyone acting on its behalf will not give, offer, agree, promise to give, or authorize the direct or indirect giving, of any money or other thing of value to anyone to induce or reward favorable action, forbearance from action, or the exercise of influence.

(m) Trade Control: Licensor agrees to comply with all applicable economic sanctions, export control, and anti-boycott laws and regulations of the United States and all other applicable jurisdictions in performing this Agreement, including but not limited to the U.S. Department of Commerce Bureau of Industry and Security's ("**BIS**") Export Administration Regulations and the economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**"). Licensor represents and warrants that neither it nor any parent, subsidiary, affiliate, or associated company is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List and Foreign Sanctions Evaders List administered by OFAC and the Denied Parties List, Unverified List, and Entity List maintained by BIS (collectively, "**Restricted Party Lists**"), and is not owned or controlled by a restricted party. In performing this Agreement, Licensor will not, directly or indirectly, do business with or provide goods or services to any company or individual on the Restricted Party Lists or to any country with which trade is prohibited by OFAC or other applicable sanctions. All of Licensee's obligations under this Agreement are conditioned upon, and subject to, Licensor's successful completion and satisfaction, in Licensee's sole discretion, of Licensee's processes for legal and policy compliance checks based upon Licensee's corporate policies, the Restricted Party Lists, and any other applicable law.

(n) Force Majeure: In the case of events beyond the reasonable control of either party (including, for instance, a government takedown request), a party will not be in breach of this Agreement for failing to fulfill its obligations, so long as it uses diligent efforts to remedy such event.

Exhibit A

Snap Properties, Permitted Functionalities, and User Behavior Restrictions

Snap Properties

“Snap Properties” means Snap’s online properties, including Snapchat, Bitmoji, and Zenly, and the players, pages, apps, websites (e.g., www.snapchat.com, map.snapchat.com, story.snapchat.com, bitmoji.com, zenly.com), APIs (e.g., Snap Kit, Creative Kit, Login Kit, Bitmoji Kit, Story Kit), and tools (e.g., Lens Studio) owned or controlled by Snap (in each case, including successor and derivative versions, such as redesigned or renamed versions of the Snap Properties launched in non-US territories) which are integrated with such online properties.

Permitted Functionalities

Subject to the User Behavior Restrictions described below, users will be able to:

- (a) Create Messages consisting of text, photos, images, or videos using the Snap Properties;
- (b) Edit Messages using the Snap Properties, by using tools including, but not limited to, filters, animations, effects, text captions, or drawings on the Messages;
- (c) Store and save Messages on (i) users’ devices and (ii) computer servers owned or controlled by, or on behalf of, Snap; and
- (d) Share, send, display, post, publicly perform, communicate to public or private audiences, and receive playback of, Messages created using the Snap Properties, including anywhere the Snap Properties may be accessible through Snap’s APIs, embeddable links, and third-party integrations.

User Behavior Restrictions

By no later than 60 days after the Effective Date (or, if earlier, the date after the Effective Date that Snap publishes an update to its Community Guidelines, Support Site, and/or Terms of Service (“**TOS**”)), and with effect on a prospective basis only thereafter, Snap’s TOS will contain the following restrictions (collectively, the “**User Restrictions**”): (a) Users of the Snap Properties shall not be authorized to send or post Licensor Library Messages that are Commercial Posts, (b) Use of Licensor Library Messages via distribution media/third-party platforms that are not part of the Snap Properties, or the API’s, embeddable links, or third-party integrations through which the Snap Properties are accessible, is not authorized by Snap, and such activity will be subject to applicable laws (including copyright laws) and to the rights, authority, and policies of any such distribution media/third-party platforms, and (c) altering the fundamental character of the melody or lyrics of Licensor Content is not authorized (it being acknowledged and agreed that the foregoing shall not be deemed to limit Licensor’s authorization of the tools and/or functionality of the Snap Properties contemplated herein). As used herein, “**Commercial Posts**” means any Licensor Library Messages that uses Licensor Content to directly promote or advertise a brand, product, or good.

To the extent that a user violates the User Restrictions set forth in part (a) or (c) of the preceding paragraph, as between Licensor and its parents, subsidiaries, divisions, predecessors, and successors and any or all other affiliates, and each of their respective officers, directors, past and present employees, shareholders and songwriters/composers (collectively, the “**Licensor Parties**”), on the one hand, and Snap, on the other hand, the Licensor Parties’ sole and exclusive remedy in respect of activity occurring during the Term shall be to require Snap to take down the Licensor Library Message concerned. To the extent that a user violates the User Restrictions set forth in part (b) of the preceding paragraph, Licensor acknowledges and agrees that the Licensor

Parties' sole and exclusive remedies, if any, in respect of activity occurring during the Term shall be with respect to third parties (e.g., to require the third-party platform to take down the Message(s) concerned (i) in accordance with Licensor's agreement with the applicable third-party platform, (ii) pursuant to the third-party platform's take down policies and procedures that apply on a general basis, and/or (iii) pursuant to applicable laws) and not with respect to Snap and/or any of its past and present parents, subsidiaries, affiliates, or divisions, and/or any of their past and present officers, owners, heirs, agents, successors, predecessors, assigns, employees, shareholders, investors, insurers, directors, and/or advisors (collectively, the "**Snap Parties**"). Furthermore, the foregoing shall not be construed to limit any or all rights and remedies, which the Licensor Parties may have, whether at law or in equity, as against any third party, including third party platform providers and users who use Licensor Content in violation of the restrictions set forth in parts (a) – (c) of the User Restrictions above.

Other Restrictions and Definitions

For the avoidance of doubt, the Library may contain full-length sound recordings, which may be made available or accessible in various different forms and from various different Snap Properties or locations within the Snap Properties, provided such sound recordings may only be listened to by anyone or exploited under the Agreement in short increments (i.e., no longer than 60 seconds in duration), which may be limited through use of a "slider" (i.e., the user can move the slider to the portion of the track of interest, and only listen to that selected portion of the sound recording).

Any Snap or user created visual (or other) elements or effects that include sound recordings embodying musical works and/or lyrics (including without limitation Licensor Content) selected from the Library are referred to herein as "**Music Library Elements.**"

Messages that include sound recordings embodying musical works and/or lyrics (including without limitation Licensor Content) selected from the Library (with or without an accompanying element or effect), are referred to herein as "**Music Library Messages.**"

Messages that incorporate (whether on a standalone basis or using Licensor Library Elements) Compositions and/or Lyrics are referred to herein as ("**Licensor Library Messages**").

Any Messages that are not Music Library Messages are referred to herein as "**Other Messages**" and any elements or effects that are not Music Library Elements are referred to herein as "**Other Elements.**"

"**U.S.-Originating Musical Work**" means a musical work written by one or more writer(s) or composer(s) affiliated with one or more U.S. performance rights organization(s) as writer member(s).